Dallas County / Teamsters #147 (Roads)

2003-2004
CEO 688
SECTOR 1

Before

Rex H. Wiant

Fact Finder

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In the matter of fact finding between:)

Dallas County Board of Supervisors) Secondary Roads Maintenance Unit

and)

Teamsters #147)

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PUBLIC EMPLOYMENT RELATIONS BOARD

For the Employer:

Renee Von Bokern, Chief Spokesman

Connie Kinnard Operations Manager

Alice Wicher, Board of Supervisors

Kim Chapman, Board of Supervisors

Brad Galightly, Board of Supervisors

For the Union:

Mike Stanfill, Chief Spokesman

Terry Culp, Steward

Randy Faux, Steward

Jurisdiction:

The Parties selected Rex H. Wiant to serve as their Fact Finder in the instant dispute. A hearing was held at a County Office Building on June 21, 2004. Both sides presented witnesses and argument. All evidence was subject to cross examination. At the end of the hearing the parties made final argument and the hearing was declared closed.

Background:

Dallas County (hereinafter the "Employer") is located immediately west of Polk County in central Iowa. It has grown into being part of the outer ring suburbs for the Des Moines

Metropolitan area. Suburbs like West Des Moines and Urbandale have annexed land in the County. Location has always been this County's greatest strength and greatest problem. Over the past few years tremendous commercial growth has been mostly funded by Tax Increment Financing (TIF). TIF returns any increased tax revenue to the developers of the land and, in Iowa, is awarded by cities. The County has no say in the decision. This results in the eastern portion of the County growing extremely fast but tax revenue is remaining at the same level.

This past year saw the ten year land revaluation significantly adjust land values downward. While city property value declined 4% agricultural property decline over 30%. Only five other counties had this great a decline. In dollars and cents this means that the Employer has a decline in total revenue of $1,438,422. In percentage terms this is over a 12% decline in total revenue.

Teamsters #147 (hereinafter the "Union") represents road employees in the Secondary Roads Department. They also represent administrative employees in that department, Deputies in the Sheriff's Department and Courthouse Employees. AFSCME represents Attorneys and the IAFF represents a new Paramedics Unit.

This years bargaining began early because the Employer notified the Union that the budget would be tight due to a convergence of issues. The parties bargained and meditated. The Employer also held numerous meeting concerning the state of the budget which both union members and public attended. When they were not successful at reaching agreement the parties proceeded to the Fact Finding stage.

While the Iowa Code does not specify standards for Fact Finders to use in their recommendations, there is a tradition that Fact Finders follow the same standards as used by Interest Arbitrators mentioned in Section 20.22, the Code. Those four are: Past Agreements, Comparability, Power to levy taxes and Inability to pay. The Fact Finder has reviewed all four and concluded that the two most important are: Comparability and Power to Levy Taxes.

The counties that the Fact Finder believes are most comparable for this group include: Boone, Warren, Jasper and Marshall.

Findings of Fact and Conclusions of Law:

The Fact Finder has been involved in Iowa public sector collective bargaining for over twenty years and he has never seen an Employer in as bad of financial shape as Dallas County. To lose over one million dollars is a shock that could not been seen but to piss away nearly all the increases from development is unbelievable. The County proudly claims to be the sixth fastest growing County in the United States but has nothing to show for the growth. Tax Increment Financing is a tool which can be used for good or bad. In this case the Employer has let it be used for the later. The Employer argues that it does not have a vote but they failed to show any objection to the plans or attempts to participate in the process. They did not show that they even attended any of the public meetings that are required for such plans to become law.

The bottom line is the Employer is in a mess. The question is what to do. The Fact Finder suggests a one year moratorium. Keep things as close to the way things are for one year to allow the Employer, working with its unions and other groups, to seek alternatives. Many groups in the County are working toward this without officially callings a moratorium. The other four organized groups, the County Wage Board and non-organized groups have accepted a wage freeze. That needs to be done is this group too.

The parties have agreed that insurance will remain the same. That results by itself in a total package increase of 2.0% for this unit. In the upcoming year the parties will have to explore insurance change. If they choose to reject such changes, then they will be doing so in exchange for lower wages. Some counties, like their neighbor to the west, have made such a commitment, but everybody need to recognize what the trade off means.

A moratorium also would require that the Employer halt its actions before PERB. Sick leave pay out was voluntarily agreed to by the parties. To have it removed by PERB order would set a bad precedent for the parties. They will need great cooperation in the upcoming year and such a ruling would destroy any possibility of the parties working together.

The parties also need to remember that this would be only one year. The Employer must be ready next year to award above average wage increases. They should not come before this or some other Fact Finder and claim poverty.

In short, the Fact Finder recognizes that the parties have their work cut out for them in the next year. It will require hard work and a true willingness to work together. Therefore he makes the following recommendations on the specific issues place before him.

Issue 1. Leaves

Current Agreement: Article 7. Leave

> 9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of separation. Upon retirement after ten (10) years of continuous employment, and after the age of fifty-five (55), an employee shall receive in pay, at the last hourly rate, fifty percent (50%) of his/her unused sick leave. An employee who is retiring who is at least 62 years of age will be paid 45% of their accrued sick leave.

Union Position: No change.

Employer Position: Delete cash out provision as a permissive.

Fact Finder's Recommendation: Adopt the Union Position.

Issue 2. Insurance

Current Agreement: Article 8. Group Insurance

> If an employee elects family coverage, it may be obtained by authorizing a payroll deduction for an amount equivalent to twenty percent (20%) of the dependant

premium (family premium minus single premium). The County shall provide long term disability insurance coverage at no cost to the employee.

Union Position: No change.

Employer Position: Change 20% to 30%.

Fact Finder's Recommendation: Adopt the Union Position.

Issue 3. Wages

Union Position: Increase all wages 4%.

Employer Position: No change.

Fact Finder's Recommendation: Adopt the Employer Position.

Sincerely,

Rex H. Wiant

Fact Finder

Dated on June 26, 2004 in Kansas City, Missouri.